

ORIGINAL

CONSUMER CREDIT TRANSACTION
IMPORTANT!! YOU ARE BEING SUED!! THIS IS A COURT PAPER - A SUMMONS DON'T THROW IT AWAY!! TALK TO A LAWYER RIGHT AWAY! PART OF YOUR PAY CAN BE TAKEN FROM YOU (GARNISHED). IF YOU DO NOT BRING THIS TO COURT, OR SEE A LAWYER, YOUR PROPERTY CAN BE TAKEN AND YOUR CREDIT RATING CAN BE HURT!! YOU MAY HAVE TO PAY OTHER COSTS TOO!! IF YOU CAN'T PAY FOR YOUR OWN LAWYER BRING THESE PAPERS TO THIS COURT RIGHT AWAY. THE CLERK (PERSONAL APPEARANCE) WILL HELP YOU!! THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

SYNCHRONY BANK
PLAINTIFF,
-AGAINST-
ERIKA N WILSON
DEFENDANT.

INDEX NUMBER: (5361
S&S FILE NO. G1756067

SUMMONS
Plaintiff's address: 170 ELECTION RD SUITE 125,
DRAPER, UT 84020

The Basis of the Venue Designated is Defendant's
Residence

TO THE ABOVE NAMED DEFENDANT(S): YOU ARE HEREBY SUMMONED to appear in the CIVIL COURT OF THE CITY OF NEW YORK, COUNTY OF BRONX at the office of the clerk of the said Court at **851 GRAND CONCOURSE, BRONX, NY 10451**, in the City and State of New York, within the time provided by law as noted below and to file your answer to the annexed complaint with the clerk: upon your failure to answer, judgment will be taken against you for the sum of **\$6,743.15** with costs and disbursements of this action.

FEE PAID

Dated: May 03, 2023
Selip & Stylianou, LLP, Attorneys for Plaintiff
P.O. Box 9004, 199 Crossways Park Dr., Woodbury, NY 11797-9004
(516) 364-6006 ext. 8991; (866) 848-8975 ext. 8991; TTY/TRS: (516) 422-8500
Refer to S&S File No. G1756067

MAY 30 2023

**CIVIL COURT
BRONX COUNTY**

Note: the law provides that (a) if this summons is served by its delivery to you personally within the City of New York, you must appear and answer within twenty days after such service; or (b) if this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed thirty days after the proof of service thereof is filed with the clerk of this Court within which to appear and answer.

Defendant to be served:
ERIKA N WILSON, 3540 DECATUR AVE APT 1G, BRONX, NY 10467

By: 
DONNA A. CIAMPA ESQ.



TRANSACCION DE CREDITO DEL CONSUMIDOR
IMPORTANTE! UD.HA SIDO DEMANDADO! ESTE ES UN DOCUMENTO LEGAL - UNA CITACION NO LA BOTE! CONSULTE CON SU ABOGADO ENSEGUIDA! LE PUEDEN QUITAR PARTE DE SU SALARIO (EMBARGARLO). SI UD. NO SE PRESENTA EN LA CORTE CON ESTA CITACION LE PUEDEN CONFISCAR SUS BIENES, (PROPIEDAD) Y PERJUDICAR SU CREDITO! TAMBIEN ES POSIBLE QUE TENGA QUE PAGAR OTROS GASTOS LEGALES (COSTOS ADDICIONALES)! SI UD. NO TIENE DINERO PARA UN ABOGADO TRAIGA ESTOS PAPELES A LA CORTE INMEDIATAMENTE. VENGA EN PERSONA Y EL SECRETARIO DE LA CORTE LE AYUDARA. ESTA COMUNICACIÓN ES DE UN COBRADOR DE DEUDAS Y ES UN INTENTO DE COBRAR UNA DEUDA. CUALQUIER INFORMACIÓN OBTENIDA SERÁ UTILIZADA PARA ESE PROPÓSITO.

CORTE CIVIL DE LA CIUDAD DE NUEVA YORK
CONDADO DE BRONX

SYNCHRONY BANK

DEMANDANTE,

-VS.-

ERIKA N WILSON

DEMANDADO.

INDEX NUMBER:

S&S FILE NO. G1756067

CITACION

La direccion del demandante: 170 ELECTION RD
SUITE 125, DRAPER, UT 84020

La Razon de Haber Designado esta Corte es la
Residencia del Demandado

AL DEMANDADO ARRIBA MENCIONADO: USTED ESTA CITADO A COMPARECER EN LA CORTE CIVIL DE LA CIUDAD DE NUEVA YORK, CONDADO DE BRONX a la oficina del jefe principal de dicha Corte en **851 GRAND CONCOURSE, BRONX, NY 10451** en el Condado de **BRONX**, Ciudad y Estado de Nueva York, dentro del tiempo provisto por la ley segun abajo indicado y a presentar su respuesta a la demanda anexada al jefe de la Corte; si usted no comparece a contestar se dictara sentencia contra usted en la suma de **\$6,743.15** incluyendo los costos de esta accion.

Fechado: May 03, 2023

Selip & Stylianou, LLP, Attorneys for Plaintiff, Abogados del Demandante
P.O. Box 9004, 199 Crossways Park Dr., Woodbury, NY 11797-9004
(516) 364-6006 ext. 8991; (866) 848-8975 ext. 8991; TTY/TRS: (516) 422-8500
Refer to S&S File No. G1756067

Nota: la ley provee que: (a) si esta citacion es entregada a usted personalmente en la Ciudad de Nueva York, usted debe comparecer y responderla dentro de veinte dias despues de la entrega; o (b) si esta citacion es entregada a otra persona que no fuera usted personalmente o si fuera entregada afuera de la Ciudad de Nueva York, o por medio de publicacion, o por otros medios que no fueran entrega personal a usted en la Ciudad de Nueva York, usted tiene treinta dias para comparecer y responder la demanda, despues de haberse presentado prueba de entrega de la citacion al jefe de esta Corte.

Demandado citado:

ERIKA N WILSON, 3540 DECATUR AVE APT 1G, BRONX, NY 10467

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

SYNCHRONY BANK

PLAINTIFF,

INDEX NUMBER:

-AGAINST-

S&S FILE NO. G1756067

ERIKA N WILSON

DEFENDANT.

COMPLAINT

Plaintiff, by its attorneys, complaining of the Defendant(s), respectfully alleges that:

1. Plaintiff is a savings bank organized pursuant to federal law. Plaintiff is a direct creditor and not a debt purchaser, and as such is not required to be licensed by the NYC DWCP.
2. Upon information and belief, the Defendant(s) resides or has an office in the venue in which this action is brought, or the Defendant(s) transacted business within the venue in which this action is brought, either in person or through an agent, and the instant cause of action arose out of said transaction.
3. Based upon a reasonable inquiry, the Statute of Limitations for the causes of action asserted herein has not expired.

FACTS

4. A CareCredit-branded revolving credit account (hereafter the "Account") was opened in Defendant's name, subject to the terms and conditions provided, or made available in electronic format, to the Defendant (the "Agreement"). A copy of the charge-off statement is attached hereto. Plaintiff is the original creditor (as defined in NY CPLR § 105(q-1)) and owner of the Account.
5. Defendant used the Account and incurred a balance. The last four digits of the Account number on the most recent monthly statement recording a purchase transaction, last payment, or balance transfer (the "Last Activity Statement") are 6252, and the balance owed as set forth in the Last Activity Statement was \$5,774.76.
6. Defendant breached the terms of the Agreement by failing to make the agreed-upon payments when due.
7. Demand for payment of the Account was made on Defendant, but Defendant failed to make all the required payments. The Defendant's last payment was made on or about April 19, 2021 in the amount of \$221.00.
8. As a result of Defendant's default, the Plaintiff closed the Account and subsequently charged it off on November 15, 2021 in the amount of \$6,743.15, as reflected in the attached statement.
9. The balance currently due and owing is \$6,743.15, itemized as follows:

Balance due at time of charge-off:	\$6,743.15
Plus total amount of interest accrued since charge-off:	\$0.00
Plus total amount of non-interest charges or fees since charge-off:	\$0.00
Plus total amount of dishonored payments:	\$0.00
Less total amount of payments and/or credits since charge-off:	\$0.00

AS AND FOR A FIRST CAUSE OF ACTION

10. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if more fully set for herein.

11. As a result of Defendant's breach of the Agreement, and after crediting Defendant for all payments and credits, there is now due and owing by Defendant to Plaintiff the sum of \$6,743.15, no part of which has been paid despite due demand therefor.

WHEREFORE, Plaintiff demands judgment against Defendant(s) in the amount of \$6,743.15 together with costs and disbursements.

The undersigned attorney hereby certifies that, to the best of his/her knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the presentation of the within complaint and the contentions therein are not frivolous as defined in part 130-1.1(c) of the rules of the Chief Administrator.

Dated: MAY 03, 2023

YOURS, ETC.

By: 

DONNA-A. CIAMPA ESQ.

Selip & Stylianou, LLP, Attorneys for Plaintiff

199 Crossways Park Drive, Woodbury, NY 11797-9004

(516) 686-8991; (866) 848-8975 ext. 8991;

S&S File No. G1756067

CARECREDIT/SYNCHRONY BANK

ERIKA N WILSON

Statement Closing Date: 11/15/2021

Summary of Account Activity		Payment Information	
Previous Balance	\$6,703.15	New Balance	\$0.00
+ New Purchases	\$0.00	Total Minimum Payment Due	\$1,883.00
- Payments	\$0.00	Payment Due Date	11/17/2021
+/- Credits, Fees & Adjustments (net)	(\$6,703.15)	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.	
+/- Interest Charge (net)	\$0.00	We may convert your payment into an electronic debit. See reverse side.	
New Balance	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$40.00.	
Credit Limit	\$4,200.00		
Available Credit	\$0.00		
Days In Billing Period	28		
Pay online for free at: mysynchrony.com			
For Synchrony Bank customer service or to report your card lost or stolen, call (1-866-893-7864).			
Best times to call are Wednesday - Friday.			

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
11/15/2021	11/15/2021	F9072009Z009999990	CHARGE OFF ACCOUNT-PRINCIPALS	(\$3,100.72)
11/15/2021	11/15/2021	F9072009Z009999990	CHARGE OFF ACCOUNT-INTEREST	(\$3,842.43)
			CHARGE	
			FEES	
11/10/2021	11/10/2021		LATE FEE	\$40.00
			TOTAL FEES FOR THIS PERIOD	\$40.00
			INTEREST CHARGED	
11/15/2021	11/15/2021		INTEREST CHARGE ON PURCHASES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
2021 Totals Year-to-Date				
Total Fees Charged in 2021				\$440.00
Total Interest Charged in 2021				\$2,692.18
Total Interest Paid in 2021				\$0.00

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	26.99%	\$0.00	\$0.00

Cardholder News & Information	
In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.	
You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.	
Statement not provided to customer.	

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

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Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$1,883.00	\$0.00	11/17/2021	\$0.00	252

Payment Enclosed : \$
☐ New address or e-mail?
Check the box at left and
print changes on back

Payment due includes \$ 0.00 past due. Please pay the past due amount PROMPTLY.

 ERIKA N WILSON
 3540 DECATUR AVE APT 1G
 BRONX NY 10467-1734

 Make Payment to: SYNCHRONY BANK
 PO BOX 960061
 ORLANDO, FL 32896-0061